

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Document ID: 10307320

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alex eSolutions, Inc.
2801 Via Fortuna - Suite 600
Austin, Texas 78746

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 15, 2005

- Assignment
- Security Agreement
- Other Grant of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National City Bank

Internal

Address: Locator #01-5997

Street Address: One South Broad Street - 14th Floor

City: Philadelphia, PA

State: PA

Country: US Zip: 19107

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Please see Attached Schedule A

B. Trademark Registration No.(s)
Please see Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph M. Imhof, Esquire

Internal Address: DRINKER BIDDLE & REATH, LLP

One Logan Square

Street Address: 18th & Cherry Streets

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-988-2700

Fax Number: 215-988-2757

Email Address: joseph.imhof@dbr.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 50 (\$65pd)

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0573

Authorized User Name Joseph M. Imhof

9. Signature:

Signature

01/18/2006

Date

Joseph M. Imhof

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003251 FRAME: 0699

4800237697

Schedule A

Mark	Serial No. or Registration No.
BANK COMPLIANCE EXPERT	235043
SHESHUNOFF	2965593
ALEXINFORMATION	2437414, 2437413
ALEXINFORMATION'S THE OPPORTUNITIES REPORT	2340500



09-02-2005

9-29-05

Form PTO-1595
OMB No. 0651-0027

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Attorney Docket No.: 181573

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

Y. 29 05

1. Name of conveying parties:

Alex eSolutions, Inc.
2801 Via Fortuna - Suite 600
Austin, Texas 78746

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: NATIONAL CITY BANK

Street Address: One South Broad Street - 14th Floor
Locator #01-5997

City: State: Zip: Philadelphia, PA 19107

Additional name(s) and address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other: Grant of Security Interest

Execution date(s): August 15, 2005

4. Application number(s) or patent number(s):

Trademark Application Nos.: Please See Attached Schedule A

A. Trademark Registration No.(s): Please See Attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Joseph M. Imhof, Esquire
DRINKER BIDDLE & REATH LLP
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19130

6. Total number of trademark appl. involved: 4

7. Total fee (37 CFR 3.41) \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 50-0573

DO NOT USE THIS SPACE

9. Signature

Joseph M. Imhof, Reg. No 41,863

Name of Person Signing/Registration No.

Signature

August 26, 2005

Date

Total number of pages including cover sheet, attachments and documents: 4

09/01/2005 EDOOPER 00000020 235043

01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

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GRANT OF SECURITY INTEREST

WHEREAS, Alex eSolutions, Inc., a Delaware corporation ("Alex eSolutions"), has adopted, used and is using the trademarks described on Schedule A (the "Trademarks");

WHEREAS, Alex eSolutions is a party to a Security Agreement dated August 15, 2005 (as the same may be amended, restated, modified, and/or supplemented from time to time, the "Agreement") in favor of NATIONAL CITY BANK as Administrative Agent for itself and ~~other Secured Parties~~ referred to in the Agreement (in such capacity, with its successors and assigns hereinafter referred to as "Agent"); and

WHEREAS, pursuant to the Agreement, Alex eSolutions granted to Agent (for the benefit of the Secured Parties) a security interest in all right, title and interest of Alex eSolutions in and to, among other things, the Trademarks, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Alex eSolutions does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Alex eSolutions does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Alex eSolutions has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 15th day of August, 2005.

ALEX eSOLUTIONS, INC.

By: _____

Name: Philip Gabel

Title: President and Chief Executive Officer

STATE OF District of Columbia)
)
COUNTY OF _____)

ss.:

On this 20 day of AUG, 2005, before me personally appeared Philip Gabel, to me known, who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of Alex eSolutions, Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Robert Kotchenreuther II
Notary Public, District of Columbia
My Commission Expires 10-31-2006



Notary Public